CITY OF MIDDLETOWN-PURCHASING OFFICE ROOM 112 MUNICIPAL BUILDING 245 DEKOVEN DRIVE MIDDLETOWN, CT 06457 (860) 638-4895



CITY OF MIDDLETOWN

REQUEST FOR PROPOSAL

RFP #2015-023 ENVIRONMENTAL AND ARCHITECTURAL SERVICES, MIDDLETOWN COMMUNITY BOATHOUSE

CITY OF MIDDLETOWN

Proposals due by: Wednesday, September 30, 2015 at 3:00 PM

QUESTIONS: CONTACT THE PURCHASING OFFICE AT (860) 638-4895

DONNA L. IMME, CPPB SUPERVISOR OF PURCHASES

CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES

TABLE OF CONTENTS

	Page
Invitation to Submit a Proposal	3
General Information/Background	4-6
Project Description/Scope of Services	7
Additional Information	7
Submission of Proposal	8
Method of Selection/Criteria for Award	9
General Terms and Conditions	10-11
Fee Proposal Pages	12-14
Non-Collusive Statement	15
Equal Opportunity	16
Appendix B "Insurance Requirements"	17-18
Bid Return Label	19

REQUEST FOR PROPOSAL MIDDLETOWN, CONNECTICUT

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, 06457 will be received until <u>Wednesday, September 30, 2015 at 3:00 PM</u> for the following:

The City of Middletown is seeking a qualified consultant or team of consultants to provide environmental and architectural services to remediate and design a new community boathouse.

RFP 2015-023 ENVIRONMENTAL AND ARCHITECTURAL SERVICES, MIDDLETOWN COMMUNITY BOATHOUSE CITY OF MIDDLETOWN

Proposal Packages may be obtained at the Purchasing Department, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov. All questions concerning this RFP should be directed in writing to the Purchasing Department via fax at 860- 638-1995 or email at purchase@MiddletownCT.gov.

A Pre-Bid Meeting has been scheduled for <u>Wednesday, September 9, 2015 at 10:00 am</u> and will be held at the site, 80 Harbor Drive, Middletown CT. Bidders are advised that attendance at the pre-bid conference is not mandatory but strongly recommended.

The City of Middletown reserves the right to waive any defect in any proposal and reserves the right to reject any or all proposals or any part thereof. Proposals, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Date: 08/20/2015			
Middletown, Connecticut	Donna L. Imme, CPPB		
	Supervisor of Purchases		

RFP #2015-023 ENVIRONMENTAL AND ARCHITECTURAL SERVICES MIDDLETOWN COMMUNITY BOATHOUSE

GENERAL INFORMATION & BACKGROUND

The City of Middletown is looking to revitalize its Riverfront with a new boathouse and banquet facility. During an 18 month Riverfront study, significant interest was expressed in building a new rowing facility in the vicinity where the existing boat houses stand that would serve current and future rowing programs and provide room for expansion.

The areas to be remediated are two parcels known as Map &Lots 33-0003 and 33-0004 on Harbor Drive, just south of the Mattabasset Canoe Club restaurant.

Workshop participants and interviewees stressed the need for more event spaces in Middletown for private functions, such as weddings, parties, and performances suggesting that such a space could be accommodated in an expanded boat house, possibly over the boat storage facility.

A space that could hold 300-400 people for a performance was suggested several times. Ideally this facility would be located over a rowing facility. That way it would be above the floodplain and offer great views over the river.

The plaza next to the community Boathouse would be the heart of the riverfront, providing information, food, possibly bike and small boat rentals, and serving as an event space for private and public functions, markets and small performances. It would also provide a great viewing area for boat races, fireworks and other activities on the river. It would be linked by a pedestrian bridge to the Sumner Point Great Lawn which would provide a space for larger events.

Fees for services shall be submitted on a lump sum basis or not to exceed cost basis. Proposals shall be evaluated on the basis of technical competence, experience and qualifications of the firm, the responsiveness to the project specifications, and the firm's ability to complete the project within a reasonable timeframe.

It is the City of Middletown's intent to prepare the site design a new a community boathouse and banquet facility. The new boathouse will provide the facilities to house multiple rowing programs, with associated storage and training space as well as a second floor banquet facility for community events and private gatherings.

In addition, this new facility will be highly visible from Connecticut Route 9 highway and from the River. This visibility will be put a significant emphasis on architectural character of the building. The building will act as a focal point for the revitalized riverfront.

The site needs environmental remediation to address legacy brownfield contamination.

In January 2014, Project for Public Spaces presented their report title, Placemaking on the Middletown Riverfront. The full report can be found online at:

http://www.middletownplanning.com/documents/PPS Middletown CT Report.pdf





2. THE COMMUNITY BOATHOUSE

Middletown's riverfront has long been a popular site for rowing programs. Currently three programs operate out of two boathouses:

- Wesleyan University has its own boathouse and popular rowing program;
- Middletown High School has 90-100 rowers and shares its boathouse with the Middletown Park and Recreation Dept. rowing program, called Central Connecticut Rowing, which has about 50 participants made up of residents and non-residents of all ages.



Other schools interested in rowing out of Middletown include Mercy High School in Middletown and Choate/Rosemary Hall in Wallingford, CT. Significant interest was expressed in building a new rowing facility where the existing boat houses stand that would serve current and future rowing programs and provide room for expansion. There are also potential donors who could help the city and the schools build a new boat house.

Workshop participants and interviewees stressed the need for more event spaces in Middletown for private functions, such as weddings and parties, and for performances and suggested that such a space could be accommodated in an expanded boat house, possibly over the boat storage facility. A space that could hold 300-400 people for a performance was suggested several times. We estimate that a space of about 6,000 sf on the second floor above the boat storage could serve that function. That way it would be above the floodplain and offer great views over the river. A terrace and stair could connect the space to a plaza below. It requires further study, but the expanded boathouse does not have to be one big building; it could be two buildings - a larger one with an event space upstairs and a smaller one exclusively for boat storage and rowing program activities upstairs, as we illustrate. This could help reduce the scale of the buildings and be more in keeping with the smaller buildings elsewhere on the riverfront. Similar facilities can be seen in Boston/Watertown, Massachusetts (on the Charles River), in Poughkeepsie, New York, and at Oxford University.



PAGE 28

PROJECT DESCIPTION / SCOPE OF SERVICES

ENVIRONMENTAL ASSESSMENT

The consultant will perform the following tasks:

- A. Review all past environmental assessment work performed related to this project
- B. Perform, draft and submit a final Phase 3 Environmental Assessment that meets State of Connecticut requirements.
- C. Perform, draft and submit all other reports required to secure additional funding from local, State or Federal funding sources.
- D. Other environmental assessment required for the project.

ENVIRONMENTAL REMEDIATION

The consultant will perform the following tasks:

- A. Design a remediation plan that meets State requirements for the proposed use of the site for a community boathouse and banquet facilities.
- B. Manage, coordinate and be responsible the remediation activities to prepare the site for the construction of the site as a community boathouse and banquet facilities.
- C. Other environmental remediation required for the project.

BOATHOUSE AND BANQUET FACILITY DESIGN

The consultant will perform the following tasks:

- A. Architecturally feasibility analysis boathouse to accommodate various rowing programs and associated rowing amenities, based on the programmatic scope
- B. Conceptual design for a riverfront boathouse and
- C. Architectural feasibility for a second floor banquet facility to accommodate 300 persons.
- D. Preliminary cost estimations
- E. 40% design and specification plans to allow the City of bid the construction of the boathouse.
- F. Other architectural services required for the project.

ADDITIONAL INFORMATION

RESOURCES AVAILABLE TO FIRMS BIDDING ON THIS PROJECT

A number of resources from the City of Middletown will be made available to reduce the original research time and cost of this project. A website is available to view and download the following documents. **The website is** http://www.middletownplanning.com/boathouse.html

The resources include:

- Project for Public Spaces- Placemaking on Middletown Riverfront report
- Middletown Riverfront Redevelopment Committee Final Report
- Boathouse Program Statements
 - Middletown High School and Central Connecticut Rowing Program
 - o Wesleyan University Rowing Program
 - Choate Rowing Program
 - Xavier High School Rowing Program
- Tighe and Bond Phase 1 environmental report
- Tighe and Bond Phase 2 environmental report
- Riverfront CAD files
- Riverfront Tax Assessor Cards

SUBMISSION OF PROPOSAL

STATEMENT OF UNDERSTANDING:

The consultant shall include a detailed statement of the firm's understanding of the requirements of this proposal and the approach to be taken to conduct the services requested and the reports required at completion of the service.

1. **COPIES REQUIRED**:

The Consulting firm shall be required to submit <u>eight (8)</u> hard copies and <u>one (1)</u> electronic copy of their proposal for these services to the Purchasing Department by the time and date specified. All proposals submitted must include a schedule of fees for providing services as requested on the bid proposal pages. *Final Fees shall be negotiated following consultant qualification and selection.*

2. FEE STRUCTURE:

LUMP SUM: The selected Consultant shall be required to submit their fees to provide the services as specified, on the form provided to the format indicated. Fees for this service shall be submitted on a lump sum "not to exceed basis". No additional charges for reimbursable expenses shall be accepted for this service.

The selected Consultant shall be required to submit their fees to provide the services as specified. Fees for this service shall be submitted as requested on the bid proposal pages. No additional charges for reimbursable expenses shall be accepted for this service.

Additional Services: Consultants responding to this request are advised that the City may retain the firm to provide additional services. In the event additional services are required, compensation for these services shall be negotiated and subject to prior written authorization by the City. The respondent is required to provide a fee schedule for work that is customary in this scope of services.

3. PROPOSAL DOCUMENT:

The Consultant shall be required to submit the following information with their proposal, assembled in the order presented:

- 1. Letter of Transmittal and detailed approach
- 2. The Environmental Firm's brochure, if available
- The Architectural Firm's brochure, if available
- 4. Qualifications Summary
- 5. Resumes of Key Personnel to be assigned to the project
- Statement about how the team will be structured and past experience in collaborating, if any.
- 7. A summary of the Environmental firm's related experience that is similar in scope to this project
- 8. A summary of the Architectural firm's related experience that is similar in scope to this project
- 9. A minimum of three (3) client references from Municipalities in Connecticut for environmental remediation projects that may relate
- 10. A minimum of one (1) client references for a boathouse projects that may relate
- 11. A minimum of one (1) client references for a Banquet facility projects that may relate
- 12. A list of any proposed subcontractors (engineering firms, etc.)
- A brief statement on proposed schedule and ability to complete the project no later than December 31, 2016
- 14. Non-Collusive Statement
- 15. A brief statement detailing whether your firm is currently in litigation or has been involved in litigation in the past five (5) years. If there is litigation history, please explain the circumstances and the outcome.
- 16. Affirmative Action Statement.

METHOD OF SELECTION AND CRITERIA FOR AWARD

The following factors will be considered in evaluating the qualification packages submitted. The factors as follows will not necessarily be evaluated in the order in which they are presented. The criteria used for the selection will include:

- The firm's experience on similar projects with communities similar in size to Middletown;
- Experience in designing boathouse facilities for rowing;
- Experience in designing banquet facilities;
- Responsiveness of the proposal to the scope of work and the City's program objectives;
- Firms ability to perform the work in a timely manner;
- The firm's qualifications, resumes and experience of key personnel, including certifications
- Review of references:
- An evaluation of the proposed fee(s) for services to include estimated lump sum cost as compared to other proposals submitted for this project. Please note that the evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services is a factor in the evaluation process. If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City;
- Technical Approach the firm's responsiveness to meet or exceed the specifications;
- Schedule application/validity the firm's current workload and ability to complete the project within the proposed schedule for completion;
- The firm's communication of plans in an organized, clear and convincing manner;

The City will invite a short list of responding firms for an interview based upon its review of the written submission. Your firm will be notified of the date of the interview and presentation, if selected.

The successful bidder will work directly for the Mayor of the City of Middletown, the Economic Development Committee and/or their designees.

GENERAL TERMS AND CONDITIONS

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the proposal document.

- 1. Acceptance or Rejection by the City of Middletown The City of Middletown reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City. Respondents whose proposals are not accepted shall be notified in writing.
- 2. <u>Ownership of Proposals</u> All proposals submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
- Ownership of Subsequent Products Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the City of Middletown unless stated otherwise in the RFP or contract.
- Timing and Sequence Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
- 5. <u>Stability of Proposed Prices</u> Any price offering from community farmers must be valid for a period of one hundred twenty (120) days from the due date of consultant proposals.
- 6. <u>Oral Agreements</u> Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.
- Amending or Canceling Requests The City of Middletown deserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the City to do so.
- 8. Rejection for Default or Misrepresentation The City of Middletown reserves the right to reject the proposal of the consultant which is in default of any prior contract of for misrepresentation.
- City's Clerical Errors in Awards The City of Middletown reserves the right to correct

- inaccurate awards resulting from its clerical errors.
- Rejection of Qualified Proposals Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 11. <u>Changes to Proposal</u> No additions or changes to the original proposal will be allowed after submittal.
- 12. Collusion By responding, the consultant implicitly states that the proposal is not made in connection with any competing consultant submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the consultant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the consultant's proposal preparation. The respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
- 13. Contract Requirements A formal contractual arrangement will be entered into with the consultant selected as per the City of Middletown's standard form of Agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
- 14. Rights Reserved to the City of Middletown – It is the intent of the City to award one (1) contract to the responsible bidder(s) submitting the most qualified proposal to furnish the services complying with these specifications providing that there are sufficient funds available to award this contract. The City of Middletown reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served. However, the City shall reserve the right to make award(s) based upon whatever is in the best interest of the City. Partial Bids – Partial Bids will not be accepted.
- 15. <u>Termination</u> If Vendor fails to fulfill its obligations under this Agreement violates any of the

covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received. "

16. <u>Interpretations and Addenda</u> - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov

To receive consideration, such questions shall be submitted in writing. Deadline for submission of questions is Wednesday, September 16, 2015 by noon (EST). If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov.

Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

- 17. <u>Certificates of Insurance</u> The selected firm shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".
- 18. <u>Withdrawal of Proposals</u> Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
- 19. Assigning, Transferring of Agreement The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.
- 20. Cost of Preparing Proposal The City shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- 21. <u>Affirmative Action</u> Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

REQUEST FOR PROPOSAL RFP #2015-023 PROPOSAL PAGES

Issued: 08/20/2015 Reply Date: Wednesday, September 30, 2015 by 3:00 PM

To: Donna L. Imme, CPPB
Supervisor of Purchases, Room 112
Municipal Building, 245 DeKoven Drive
Middletown, Connecticut 06457

We, the undersigned submit our proposal for consultant services to complete Environmental and Architectural Services for the Middletown Community Boathouse and Banquet Facility, in accordance with the Scope of Services outlined in this request and submit for your consideration the following:

RESPONDENT CHECKLIST

We have submitted the following for your review:

Ouglification Commons

Letter of Transmittal and detailed approach
 The Environmental Firm's brochure, if available;
 The Architectural Firm's brochure, if available;

COMPA	NY NAME SIGNATURE AND TITLE		
	THE BID MUST BE SIGNED BY THE BIDDER TO BE ACC	CEPTED	
	Submit Eight (8) Copies of Proposal		
16.	If there is litigation history please explain the circumstances and the outcome Affirmative Action Statement.		
	or has been involved in litigation in the past five (5) years.		
15.	A brief statement detailing whether your firm is currently in litigation		
14.	Non-Collusive Statement	<u> </u>	
13.	the project no later than December 31, 2016		
	A list of any proposed subcontractors (engineering firms, etc.) A brief statement on proposed schedule and ability to complete		
13	projects that may relate		
11.	A minimum of one (1) client references for a Banquet facility		
	projects that may relate		
10.	A minimum of one (1) client references for a boathouse		
	that may relate		
9.	A minimum of three (3) client references from Municipalities in Connecticut for environmental remediation projects		
0	that is similar in scope to this project		
8.	A summary of the Architectural firm's related experience		
	that is similar in scope to this project		
7.	A summary of the Environmental firm's related experience		
	experience in collaborating, if any.		
_	Statement about how the team will be structured and past		
5.	Resumes of Key Personnel to be assigned to the project		

SCHEDULE OF FEES

Item#	Description
1.	Lump sum fee to complete environmental assessment to remediate site and design new boathouse and banquet facility. Number of calendar days to complete Written figures (\$)
2	Lump sum fee to complete environmental remediate site and design new boathouse and banquet facility. Fee schedules required for environmental remediation for new boathouse and banquet facility. Number of calendar days to complete
3	Lump sum fee to complete 40% architectural and design for new boathouse and banquet facility. Number of calendar days to complete (\$) Written figures

				(\$)
	Written figures				
Receipt of	Addenda is ackno	wledged:			
Addendum	No.1	Date			
Addendum	n No.2	Date			

Date:	
Corporation Name (if applicable)	Company Name
Mailing Address:	Payment Address (If different from mailing addr.)
Address	Address
City, State and Zip	City, State and Zip
FEIN NUMBER:	
(Please Check One)	vidual / Sole Proprietor ted Liability Company / Partnership
Corp	oration
Contact Information	
Contact Name:	Title:
Additional Contact:	Title:
Phone Number:	Fax:
Email Address:	
Website:	
IGN HERE: I hereby certify that the above	information is correct.

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.

CITY OF MIDDLETOWN

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- 1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition and
- 2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date	
	Signed
	Company
	Address
	Telephone Number

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract of for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

EXHIBIT B - INSURANCE REQUIREMENTS

RFP #2015-023

ENVIRONMENTAL AND ARCHITECTURAL SERVICES, MIDDLETOWN COMMUNITY BOATHOUSE CITY OF MIDDLETOWN

A. GENERAL REQUIREMENTS:

The **CONSULTANT** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONSULTANT** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **CONSULTANT** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **CONSULTANT 'S** responsibility under this contract.

The **CONSULTANT**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **CONSULTANT** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the CONSULTANT forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **CONSULTANT** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **CONSULTANT** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

If applicable, the **CONSULTANT** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed

form will be noted on the Certificate of Insurance.

(4) <u>Professional Liability Insurance –</u>

The **CONSULTANT** shall carry Professional Liability Insurance in an amount of not less than \$1,000,000.

It is understood that this coverage may not include standard liability coverage for pollution and/or environmental impairment. However, the **CONSULTANT** agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability insurance, if such insurance is applicable to the work performed by the **CONSULTANT** under this agreement.

C. **SUBCONTRACTORS REQUIREMENTS:**

The **CONSULTANT** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **CONSULTANT** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **CONSULTANT** shall require that the City of Middletown be named as an Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **CONSULTANT** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

INSURANCE LANGUAGE
APPROVED AS TO FORM:

NANCY CONAWAY-RACZKA
RISK MANAGER

AUGUST 7, 2015 DATE

Bid Return Label

<u>Always use Mailing Label</u> below on <u>all packages</u> when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Documents Enclosed:

RFP #2015-023 — ENVIRONMENTAL AND ARCHITECTURAL SERVICES, MIDDLETOWN COMMUNITY BOATHOUSE

Return Date: Wednesday, September 30, 2015 at 3:00 pm

City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457